

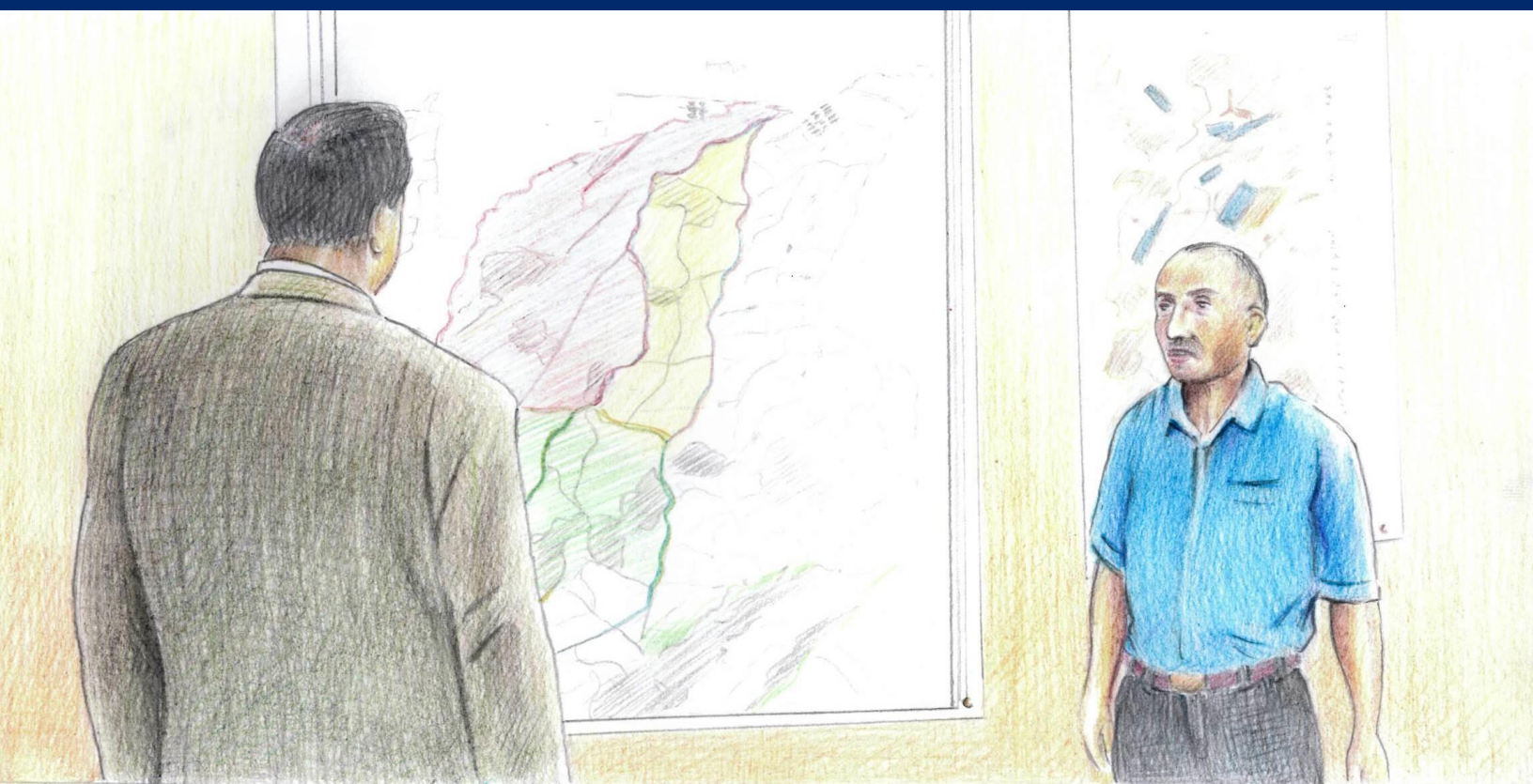


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USAID FAMILY FARMING PROGRAM

TAJIKISTAN

**GUIDE FOR PREPARING AN IRRIGATION ASSET AND MANAGEMENT
TRANSFER AGREEMENT IN TAJIKISTAN**



JULY 1, 2014

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USAID FAMILY FARMING PROGRAM

GUIDE FOR PREPARING AN IRRIGATION ASSET AND MANAGEMENT TRANSFER AGREEMENT IN TAJIKISTAN

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GUIDE FOR PREPARING AN IRRIGATION ASSET AND MANAGEMENT TRANSFER AGREEMENT IN TAJIKISTAN

This Guide describes how to prepare an Irrigation Asset and Management Transfer Agreement (or IAMT Agreement) between the Agency for Land Reclamation and Irrigation and a Water Users Association (Association) or Federations of Water Users Associations (Federation)¹. The Guide is structured in the form of answers to a series of questions. An IAMT Agreement can be prepared either for an Association at the tertiary or on-farm level or for a Federation at the secondary and/or primary canal level, depending on the size of the irrigation system and the appropriate service area for the WUA².

1. WHAT AN IRRIGATION ASSET AND MANAGEMENT TRANSFER AGREEMENT IS AND WHAT ITS PURPOSE IS

Asset and management transfer is done for Associations or Federations of Associations when they are taking over the ownership or use rights of irrigation assets as well as management authority and responsibility for sub-systems or entire irrigation systems that were previously under the responsibility of a collective or state farm, dehkan farmers or a government agency.

The Irrigation Asset and Management Transfer Agreement (hereafter referred to as “transfer” or “agreement”) is a document signed by Association (or Federation) officers, such as their Board of Directors, by dehkan farmers who have parts of the irrigation canals or structures on their farm land ownership certificates, or by a representative of the national Government (if the Government declares transfer of irrigation assets ownership for on-farm irrigation sub-system canals and structures at the national level).

The Agreement documents the terms and conditions whereby management is transferred and generally include an inventory of infrastructure and equipment that are to be transferred to the Association (see Annex 1), a note on the location and size of the service area, the membership of the Association, mission and jurisdiction of the Association, basic rights, authority and obligations of the Association, terms and conditions whereby transfer is granted or revoked, protocol for interactions between the Association, government and third parties, regulatory and supporting roles of the government, procedures for dispute

¹ We would like to thank the generous advice and assistance from Jelle Beekma and Anvar Kamoludinov of Provision of Technical Assistance to the Government of Tajikistan in support of the revision of the Water Legislation and WUAs, funded by the EU. (contract DCI-ASIE/2012/308-208/1)

² The general understanding in Tajikistan is that, in order for a water users association to be financially viable, it should have a service area of between 1,500 and 3,000 hectares.

resolution that involve parties external to the Association, protocol for service agreements, and possibly procedures for irrigation management audits.

2. PRE-CONDITIONS FOR IRRIGATION ASSET AND MANAGEMENT TRANSFER TO THE ASSOCIATION³

Management and asset transfer for a tertiary or on-farm irrigation canal sub-system to a Water Users Association can probably occur after the following conditions have been met for the Association:

- The Association has been established as a legal entity;
- It has its own By-laws and elected officers;
- It has received necessary training in governance, management and financing;
- It has hired staff for its management unit and has had at least one season of experience providing all irrigation and drainage services satisfactorily.
- Its Representative Assembly has voted in favor of transfer and the district Hukumat (or Regional Governor) and the Agency for Land Reclamation and Irrigation have indicated that they are ready to agree to transfer.

Asset and management transfer for a secondary or primary off-farm canal network may occur after the Association or Federation has become ready. In order for an off-farm system to be transferred to a large Association or a Federation, the Government must agree to an asset and management transfer to an Association or Federation. For either an Association or a Federation it is likely that the Government and Irrigation Agency may want to see that the following seven pre-conditions are met before the transfer can be made.

- 1) The Association or Federation has been democratically established, legally registered and has no significant disputes or organizational problems;
- 2) The Association or Federation should have a map of its area of jurisdiction and a list of all members;
- 3) It should have democratically elected leaders who have been given training in how to govern, manage, and finance the irrigation system;
- 4) The Association should have its internal by-laws;
- 5) The Association, together with the Irrigation Agency, should have completed an inventory of all irrigation assets within the area of jurisdiction of the Association;
- 6) A General Assembly of members should have voted in favor of making the Agreement with the Government, with all the rights, authority, and responsibilities that this entails;
- 7) The Association or Federation has successfully prepared and implemented an Irrigation Service Plan for at least two seasons;

The transfer of responsibility and authority for an off-farm irrigation system at the secondary or primary canal level that previously had been the responsibility of the Government is a much larger responsibility

³ Association is used hereafter but may also mean a Federation.

than jurisdiction of an Association at the on-farm or tertiary level. Therefore, it is advisable that additional criteria about preparedness be applied for determining whether the Association or Federation at the off-farm level is ready for an irrigation assets and management transfer. The following are suggested preparedness criteria for the Association or Federation.

- 1) The Association or Federation is taking over a part of the irrigation system that was formerly under the responsibility and control of the government;
- 2) The irrigation canals and structures function well enough to enable delivery of water to all farmers within the area of jurisdiction who want irrigation;
- 3) At least 70% of water users have paid the Water Tariff and Irrigation Service Fee (for O&M costs at the Association and Federation levels); and
- 4) The Associations and Federation have no outstanding debt in payment of the Water Tariff or legally valid tax liabilities.

3. WHAT IS THE MISSION AND JURISDICTION OF THE ASSOCIATION OR FEDERATION?

In this section, the Government will state something like the following that the mission of the Association or Federation is to provide a reliable, efficient, and equitable water service to its members and others who receive water in its area of jurisdiction for purposes of irrigating their farms or gardens or other agreed services. This will involve obtaining water from the water source, which may be a weir along a river or an offtake of a secondary or primary canal. It will also include distributing water to all water users, maintaining the canals and structures to ensure their continuing functionality, collecting fees to pay for irrigation services and helping to resolve any irrigation-related disputes that may arise. The service area of the Association includes all farms and possibly gardens served by the WUA. This description should indicate the location of the intake and service area and in what towns and districts the service area is located. The number of members should also be stated.

4. WHAT IS TO BE TRANSFERRED TO THE ASSOCIATION OR FEDERATION

This section of the Agreement states what irrigation infrastructure will be transferred. All irrigation and drainage system assets—canals and water control and measurement structures—that are within the hydrologic boundary of the Water Users Association should be transferred to it. Likewise, for the Federation the agreement will indicate specific irrigation infrastructure assets that are to be transferred to it.

The Association or Federation should conduct an inventory of all irrigation and drainage canals and water control and measurement structures from the off take into the Association or Federation service area into the drains from the on-farm areas of the member Associations. The inventory should record the type, location, purpose, and functional condition of all canals and structures. A unique code number should be assigned to each canal length and structure.

The inventory should also include movable equipment (such as motorcycles, excavators, and bulldozers) and an office (if there is one), furniture and office supplies. A representative of the government should do a field inspection to verify the inventory and its condition. For Federations, in the Irrigation Assets and Management Transfer Agreement, the Government will state that while the right to use and the responsibility to maintain the canals and structures are transferred to the Federation, the ownership of the facilities will probably still be held by the Government. Misuse or failure to maintain the facilities could result in cancellation of the transfer. The inventory report should be given in Annex 1 of the Agreement.

5. THE MEANING OF TRANSFER OF IRRIGATION SYSTEM GOVERNANCE TO THE WATER USERS ASSOCIATION OR FEDERATION

After the first set of seven pre-conditions mentioned in section two above have been met by the Association or Federation, the Government and Association or Federation should prepare the Transfer Agreement. One of the important items in the Agreement is a statement about the rights, authority, and responsibilities that the Association or Federation has toward its members and the Government. The following is a list of rights, authority and responsibilities that the Association or Federation should be given in order to govern, manage and finance their organization effectively and sustainably. There may be other items that could be identified locally.

- 1) Right and responsibility of the Association to define in operational terms what the irrigation services should be for its members, who should provide them and under what terms and conditions;
- 2) Use rights over irrigation canals and structures;
- 3) Rights to buy and sell movable property, such as bulldozers, excavators, motorcycles and so on;
- 4) Right and responsibility of the Associations to operate the system in such a manner as to provide agreed services to its members;
- 5) Right and responsibility of the Association to prioritize and select maintenance, repair, and improvement activities to be done;
- 6) Right and responsibility of the Association to establish and collect an Irrigation Service Fee to pay for the costs of its operations, maintenance and management and a Membership Fee to pay for establishment or fixed costs;
- 7) Right and responsibility of farmers to elect Association leaders democratically;
- 8) Right of the Association to hold bank accounts and obtain loans;
- 9) Right of the Association to make legally binding contracts with third parties;
- 10) Right of the Association to hire full-time, part-time or seasonal staff or release them as needed;
- 11) Authority and responsibility of the Association to resolve disputes within the Association rapidly and fairly through mediation;
- 12) Right of the Association members to inspect Association records;
- 13) Right of the Association to apply sanctions against members who break rules;
- 14) Right of eminent domain for essential canals and structures, both existing ones and those to be built in the future;
- 15) Obligation of the Association to provide information requested by the Regulatory Unit within the Ministry of Energy and Water Resources;

- 16) Obligations of the Association to pay taxes;
- 17) Right of the Government to assign an external audit team to inspect Association financial records;
- 18) Right of the Government to regulate the Association in accordance with policy, law and regulations;
- 19) Obligation of the Government to provide support services to the Association as far as this is possible;

These should be stated clearly in the Transfer Agreement.

6. THE MEANING OF TRANSFER OF MANAGEMENT RESPONSIBILITY TO THE ASSOCIATION OR FEDERATION

The Association or Federation will prepare an Irrigation Service Plan (ISP) annually, before the forthcoming irrigation season begins. The ISP should be prepared by the Association or Federation Executive Management Unit and Board of Directors and then reviewed and approved by the Basin Water Supply Agency⁴. After it is approved by these bodies it should be presented to the Association or Federation members and Representatives for their approval in the Representative Assembly. The Transfer Agreement should state that the Association or Federation has the responsibility to prepare and approve Irrigation Service Plans. The Agreement should provide a brief description of the typical sections of the ISP, such as the following:

- 1) Operations (i.e., water acquisition and distribution, conveyance, application on fields, drainage and possibly flood control);
- 2) Maintenance and incidental repairs and improvements;
- 3) Budget, Irrigation Service Fee and financial management;
- 4) Institutional and managerial activities;
- 5) Monitoring management performance and environmental aspects; and
- 6) Requirements for preparation of minutes of meetings and reports;

The Transfer Agreement should state that the Association or Federation Executive Management Unit (EMU) and Board of Directors would prepare the ISP and have it approved in the annual Representative Assembly. The Association or Federation and its EMU staff will be solely responsible for implementing the ISP and may monitor the outcomes. The Basin Water Supply Agency will enter into service agreements with the Federation to provide bulk water supplies to the Federation. The Federation will have service agreements with its member Associations.

7. THE MEANING OF TRANSFER OF FINANCIAL RESPONSIBILITY

The Transfer Agreement should state that the Associations or Federation have the authority to prepare a “needs-based budget” for its ISP that is based on an assessment of its actual local needs and pragmatic costs. It should include all costs of operations, maintenance, incidental repairs and improvements (if any), staff costs, and essential management activities. The Association or Federation will allocate the portion of the Irrigation Service Fee (ISF) that is used only for the Association or Federation’s area of jurisdiction

⁴ Or other name of the appropriate Government agency. The name was still pending at the time this draft Guide was written.

only for use. A portion of the ISF will be set aside and transferred to the Basin Water Supply Agency or its lower-level sub-basin unit of the Water Supply Agency or Irrigation Exploitation Units. The Transfer Agreement should state what taxes apply to the Association or Federation as non-profit organizations.

8. TRANSFER OF OWNERSHIP OR USE RIGHTS OF IRRIGATION SYSTEM ASSETS

In many other countries, farmers prefer to have only use rights are transferred to their water users associations. This is because transfer of ownership to the association would probably mean that it is no longer going to be eligible to receive assistance from the government for rehabilitation and the association may start to become liable for additional taxes or for damages that may be caused by collapses in irrigation infrastructure. The situation in Tajikistan is a bit different from this.

Consultations with farmers in the Khatlon and Qubodiyon areas have indicated that farmers prefer to take over the ownership of on-farm or tertiary/secondary irrigation canals and structures rather than to take over only the use rights for this infrastructure. They express the hope that the government and donors might finance the cost of rehabilitating these structures but they do not expect this to happen and admit that if they must finance rehabilitation they would rather do this after they own the structures so that they can prioritize works and be sure that they receive the benefits.

Although farmers would like to have ownership of irrigation systems be transferred to them, they would still like to have assistance from the government to rehabilitate the systems. And of course they would like to have tax liabilities for this property be minimized if not have them exempted altogether. It is apparent from interviews that the government may not object to transfer of ownership of on-farm irrigation sub-systems, at the level of the Association.

There is also some uncertainty about who owns the irrigation infrastructure today—the district government(s), higher government offices if the irrigation system crosses district boundaries, former collective farm members or farmers whose land certificate maps show pieces of irrigation canals, pumps or other structures on their landholding certificates. The Government should identify a method for transferring the ownership of on-farm irrigation systems, regardless of who might have owned irrigation infrastructure previously.

Where the land ownership certificates of dehkan farmers includes segments of canals, water control structures or pumps, all such farmers could sign their agreement to transfer ownership of such structures from them to the WUA. Or perhaps a high-level decree or regulation could state that the ownership of all such on-farm irrigation infrastructure is transferred to the WUA as soon as a WUA is legally registered with hydrologic boundaries. The procedure for transfer of the ownership of on-farm irrigation system assets still needs further clarification.

Board of Directors of the Water Users Association will have the authority to prepare, sign, and implement an Irrigation Asset and Management Transfer Agreement.

9. RESPONSIBILITY OF THE GOVERNMENT TOWARD THE ASSOCIATION OR FEDERATION

In the Irrigation Asset and Management Transfer Agreement, the Government can state a number of items concerning its authority and responsibility toward the Association or Federation. The following are examples of potential items to be stated about the responsibility of the Government towards the Association or Federation:

- 1) Provide periodic training and management consultations to the Association or Federation officers and staff;
- 2) Sometimes provide subsidies that are designed to stimulate corresponding investment by the Association or Federation;
- 3) Provide environmental protections related to water resources that are important to the Association or Federation;
- 4) Conduct periodic WUA Capacity Assessments or Irrigation Management Audits of organizational, managerial and financial aspects of the Association or Federation to identify how performance can be improved and what support services might be needed by the Federation and its member Associations;
- 5) Conduct periodic monitoring and evaluation of irrigation management performance by the Federation and its member Associations.

10. ROLES TO BE PLAYED BY THE GOVERNMENT AFTER TRANSFER OF ASSETS AND MANAGEMENT

The Government will play three main roles towards the Association or Federation after transfer. The first is to provide a water supply service to the Association or Federation. This will be done by the Agency. The second role is for the Government to regulate the irrigation and drainage sector, including the Associations and Federations. The third is to build the capacity of the Associations and Federations through such activities as training, management consultations, and study tours.

In most cases, if the Association or Federation has a problem that is related to the secondary or main canals of its irrigation system, or even higher hydrologic levels, it will have to deal with it through the Basin Water Supply Agency or one of its downstream units, such as the Sub-basin unit, when they are established. The Association or Federation can contact the Irrigation Exploitation Unit (IEU) or the Basin Water Supply Agency to seek an appointment. The Association or Federation may wish to seek the help of the Basin Water Supply Agency for technical or financial assistance, use of equipment, appeals for dispute resolution, clarification about legal or regulatory matters, and so on.

11. HOW DISPUTES WILL BE RESOLVED AFTER TRANSFER

The Transfer Agreement should state that the Association or Federation has a Dispute Resolution Committee and it can resolve disputes about irrigation within its area of jurisdiction that are within or between Associations and that are between its members and third parties. Mediation is used to come to a mutually agreed settlement. Settlements may involve compensation or changes in management practices. If these attempts fail, the disputants have the right to appeal to a court of law.

12. THE BENEFITS OF PERIODIC IRRIGATION MANAGEMENT AUDITS

The Transfer Agreement may state that the Basin Water Supply Agency or its subordinate unit (the Sub-basin unit or IEU) will conduct Irrigation Management Audits once every 2 or 3 years. The purpose of these Audits is for the Government and Associations and Federations to determine periodically to what extent the Association or Federation is realizing its mission and performing its rights, authority and responsibilities consistent with government policy and law, the Association's or Federation's own charter and by-laws and the Irrigation Assets and Management Transfer Agreement. The purpose is to identify where strengthening, training, management consultation, and/or support services may be needed, and to help the Federation achieve its potential and to protect the sustainability of irrigation infrastructure that is still owned by the Government.

One or two representatives of the Basin Water Supply Agency, perhaps the district or provincial government, and a member of the Federation Audit Committee should participate in the Management Audit. It will examine the performance of the Association and Federation in governance, service provision, and financing and management support functions.

13. THE PROCEDURE FOR AMENDING THE IAMT AGREEMENT

In the future conditions may arise where it may be perceived as necessary to revise the IAMT Agreement. In case it should become recognized by either the Association or Federation or the Government that a change may be needed in the IAMT Agreement, either party may invite the other party to have a meeting between representatives of the Association and Basin Water Supply Agency⁵ in order to discuss the perceived need for revising the IAMT Agreement. Both parties negotiate as needed to reach an agreement on what revision, if any, is necessary. The Representative Assembly of the Federation should meet to vote its approval of the revised IAMT Agreement.

14. CONDITIONS WHEREBY AN IAMT AGREEMENT SHOULD BE REVOKED AND HOW THIS SHOULD BE DONE

If it should be found in an Irrigation Management Audit (either a routine one or one done specially) that the Association or Federation has failed to manage the irrigation system that has been transferred to its responsibility, the Government may revoke the IAMT Agreement and take back the responsibility for irrigation system management to the Government. The observed failure may be a failure in governance, provision of services of operations and maintenance, or mobilizing and using finances or financial management. Such management takeover by the Government will be considered as a temporary arrangement until the Association or Federation can be reconstituted, retrained, and made to become functional and eligible again to have management authority and responsibility be transferred back to the Association or Federation again.

15. WHO SHOULD SIGN THE IAMT AGREEMENT

The last page of the IAMT Agreement should include the names, positions, signatures, date, and place of those signing the Agreement. If dehkan farmers previously owned the on-farm irrigation sub-system in bits and pieces, then each of them should sign the transfer Agreement. The Association Board of Directors should also sign the Agreement. It would also be best to have a legal notary sign and stamp the Agreement. If transfer of ownership is made at the national level by a decree or regulation, it would still be advisable to have the WUA Board of Directors and a representative of the national Government sign an IAMT Agreement.

16. CONTENTS OF AN IAMT AGREEMENT

The following is a sample outline for an Irrigation Asset and Management Transfer Agreement that could be used in Tajikistan. Annex 2 provides an example of a Transfer Agreement used in Azerbaijan. Annex 3 provides an example of a Transfer Agreement used in Punjab Province in Pakistan. Annex 4 provides an example of a Transfer Agreement in South Africa. Annex 2 and 3 are examples of Transfer Agreements

that are for transfer of use rights for irrigation assets. Annex 4 is an example of a Transfer Agreement where ownership of irrigation assets is transferred from the state to the WUA.

1. Definition and purpose of the Irrigation Asset and Management Transfer Agreement,
2. Statement describing whether the eligibility requirements for the Irrigation Asset and Management Transfer have been met,
3. Statement of the mission and jurisdiction of the Association or Federation,
4. What is to be transferred to the Association or Federation and who are its members?
5. Aspects of governance of the irrigation and drainage system that are to be transferred to the Association or Federation,
6. Transfer of authority and responsibility for provision of irrigation services to the Association or Federation,
7. Transfer of authority and responsibility for financing the cost of irrigation and for financial management to the Association or Federation,
8. Transfer of ownership or use rights for irrigation system assets to the Association or Federation,
9. Authority and responsibility of the Government toward the Association or Federation after transfer,
10. Protocol for interaction between the Association or Federation and the Basin Water Supply Agency,
11. Terms and conditions for resolution of disputes related to the Association or Federation and its members and possibly non-members,
12. Periodic Irrigation Management Audits,
13. Procedure for amending the IAMT Agreement,
14. Conditions and procedure for revoking the IAMT Agreement,
15. Names, positions, signatures, date and place of signing the IAMT Agreement,
16. Annex: Inventory of an Irrigation System or Sub-system;

ANNEX 1: SUMMARY OF METHOD FOR CONDUCTING AN INVENTORY OF AN IRRIGATION SYSTEM OR SUB-SYSTEM IN TAJIKISTAN⁶

After the collapse of the Soviet Union, collective farms (kolkhoz) and state farms (Sovkhoz) at the on-farm level of irrigation and drainage systems were converted into a much large number of smaller dehkan farms. Irrigation and drainage infrastructure at the off-farm level was and is owned by the Government. At the on-farm level, the government or the collective or state farms did not own it. Their ownership is still undetermined.

Policy discussions within the Government and among donors suggest that consideration is being given to having the Government make a legal issuance that will clarify that, once an on-farm Water Users Association is established and legally registered, it will become the owner of on-farm irrigation and drainage infrastructure. An inventory of all such infrastructure would be done prior to the Government granting its official acknowledgement that the on-farm Association has ownership over the irrigation and drainage infrastructure within its jurisdiction. Policy discussions about irrigation management transfer for secondary and primary canal networks suggest that not ownership will be transferred to the Federation of Associations but the transfer of use rights and stewardship over their responsible use and maintenance.

Either in the case of the Government's acknowledgement of ownership of irrigation infrastructure by the Association at the on-farm level or with the Government's transfer of management authority and responsibility for off-farm irrigation infrastructure, an inventory of all irrigation and drainage infrastructure will be needed to document the extent, type, functional condition and economic value or "balance cost" of the assets. This assessment can provide the basis for pro-active planning for maintenance and repairs and identifying which structures should be "written off" and replaced or modernized. The inventory can also serve to prioritize structures with reference to the irrigated area served by each one. A map and data entry into an information system should be part of the products of an inventory.

The scope of an irrigation asset inventory should include all types of canals, structures and supplemental facilities. In Tajikistan this may include: conveyance and distributary canals, conduits, pipelines, water division structures, drainage canals, water collector drains, water measurement structures, aqueducts, siphons, pump stations, vertical drainage wells, irrigation wells, water reservoirs, dikes, mudflow conduits and flumes, dams, agency roads, offices and other buildings, furniture, computers, office supplies, radio stations, power and telephone lines, other facilities and lands used for irrigation facilities. The inventory should also include movable equipment, such as bulldozers, excavators, pickup trucks, motorcycles, mobile phones, etc. A clear distinction should be made between what facilities belong to the on-farm versus off-farm components of the irrigation system.

A team of qualified persons is needed to plan, supervise and implement the inventory. This may consist of a hydraulic or irrigation engineer, electrical engineer, pumping station engineer or technician, accountant, land surveyor, representative of the Association or Federation and a representative of the local government.

⁶ UNDP, EU, Govt. of Finland. 2011. Irrigation Systems Inventory Methodology: Promoting integrated water resources management and fostering trans boundary dialogue in Central Asia. EU-UNDP project (2009-2012).

The inventory consists of a record of information about each structure and about the system as a whole. Inventory records of capital assets of an on-farm irrigation system should include a record such as the following per asset:

1. Name of system: District:
Region: River basin:
2. Number:
3. Name of capital assets:
4. Unit of measurement:
5. Length:
6. Year of commissioning:
7. Capacity:
8. Serviced lands (ha):
9. Balance cost (1000 Somoni):
10. Code:
11. Depreciation cost
(1000 Somoni)
12. Depreciated book value
(1000 Somoni)
13. Documents confirming year of commissioning
14. Ownership
15. Water protection strip zones (ha)
16. Functional condition
17. Notes

Inventory records of on-farm pump stations should include the following items per pump station:

1. Name of Pump station: Number:
Irrigation system: District:
Region: River basin:

2. Year of commissioning:
3. Irrigated area (ha):
4. Type of pumps:
5. Number of pumps:
6. Suitable units:
7. Productivity, m³/sec:
8. Type of electrical motor:
9. Number of electric motors:
10. Type of transformers:
11. Number of pipelines & pieces
12. Diameter of pipelines, mm
13. Length of pipelines, r/m
14. Balance cost (1000 Somoni)
15. Code
16. Amortization cost
17. Decision about commissioning
18. Ownership
19. Functional condition
20. Notes

The irrigation system inventory should record at least the following twelve items of information, first at the level of the structure and then at the level of the system. The thirteenth item is an overall summary about the system.

1. Location of each structure relative to the system or sub-system and relative to specific dehkan farms, and with GPS coordinates;
2. Unique code number for each structure;
3. Design capacity of the structure (or equipment or machinery);
4. Area of land serviced by the structure;

5. Functional condition of the structure (which, for canals, may vary along the canal, so canals should be divided into reaches or stretches);
6. Today's cost to replace the structure;
7. Extent of depreciation of the structure;
8. Schedule for maintenance, repair and replacement;
9. Balance cost of the structure;⁷
10. Entry of data into the database;
11. Total irrigated area of the system or sub-system;
12. Map of the irrigation system or sub-system;
13. Summary report of the system inventory;

After the inventory has been completed in a given irrigation system, the inventory may be used to prepare an asset management plan over the next five-year period. This would include the estimated needed frequency of maintenance activity, likely timing for special maintenance or repairs, and expected year in the future for when replacement will be needed. Secondly, the inventory can be used to prepare proposals for special maintenance or repair works or replacement of certain facilities. And thirdly, the inventory can be used to document all structures and their functional conditions that fall under the use rights of the Association when an Irrigation Asset and Management Transfer Agreement is made. In addition, it will document all structures and their conditions that are transferred to the Federation under an Irrigation Asset and Management Transfer Agreement.

⁷ Balance cost of the structure is the capital cost of the asset deducted by the extent of depreciation.

ANNEX 2: IRRIGATION ASSET AND MANAGEMENT TRANSFER AGREEMENT IN AZERBAIJAN

This is an example of a Transfer Agreement where long-term irrigation asset-use rights, not ownership, are transferred to the Water Users Association along with the rights, authority, and responsibility for management of the assets. The main text in the Agreement is standard throughout the country. Specific information on the system and irrigation service plan, asset inventory, operational rules, and maintenance rules is provided in annexes or schedules to the Agreement.

Prior to displaying the Draft Agreement, we insert the following introductory text on the purpose and objective of the Agreement, the format and layout, and some commentary. Some explanatory text is inserted in italics and brackets in the lower part of each section.

Note on the Draft Model Transfer Agreement

A. Purpose and objective

The draft Model Transfer Agreement ('the draft agreement') seeks to implement the provisions of article 6 of the Law on Amelioration and Irrigation (the amelioration law) as regards the transfer of the former on-farm irrigation systems to Water User Associations (WUAs) by the water supply organisations of the Committee on Amelioration and Water Economy (the 'transferors'). This provides that irrigation and amelioration systems within the Irrigation Service Areas (as defined in the amelioration law) of WUAs are to be transferred in use to those WUAs on a long term basis for a period of no less than 20 years. The conditions of under which the systems are to be transferred will be determined in a decision of the Cabinet of Ministers. It is therefore envisaged that the latter will approve the form of the draft agreement.

While the purpose the draft agreement is therefore to transfer the on-farm systems to WUAs, the overall objective of this exercise is to enable WUAs to take full responsibility for their operation and maintenance while at the same time recognising the fact that the systems are ultimately in state ownership. In other words, in addition to conferring a use right on WUAs the draft agreement also sets out their responsibilities as regards system operation and maintenance and the residuary rights of the transferors in ensuring that those responsibilities are fulfilled.

B. Format and layout

Like the draft Model Water Supply Agreement, the format and layout of the draft agreement follows that of a modern Western commercial contract rather than the traditional form of Azerbaijani contracts.

The intention is that apart from the names of the parties, which must be added at the beginning, the agreement itself is in standard form, with specific issues being addressed in the schedules.

Commentary

The draft agreement starts with the date clause, the names, and a description of the parties together their respective addresses. Incidentally, the parties simply have addresses. There is no need to describe them as 'legal addresses' as the concept of a 'legal address' does not exist in Azerbaijani law.

This is in relatively standard form. What is more unusual from the perspective of Azerbaijani practice is the use of the preamble that follows. This has several purposes.

First, it acts as a brief description of the purpose of the agreement. This is useful for a person reading the agreement for the first time. Secondly, it describes the status of the parties. Finally, and perhaps most importantly, it describes the legal basis for the conclusion of the agreement. In other words, it makes it clear that this is not any agreement, but one concluded in accordance with the provisions of article 6 of the amelioration law.

DRAFT AGREEMENT TO TRANSFER AN IRRIGATION AND AMELIORATION SYSTEM FOR LONG TERM USE

THE AGREEMENT dated _____ 200__ is between:

- (1) _____ ('the Transferor') a legal entity the address of which is at _____ and which is represented by _____; and
- (2) ABC Water User Association ('the Transferee') the address of which is _____ and which is represented by _____.

RECITALS

- A. The Transferor is a local water supply organisation of the Committee on Irrigation and Water Economy under the Cabinet of Ministers, which performs the responsibilities, indicated in article 9 of the Law on Amelioration and Irrigation of the Azerbaijan Republic.

The Transferee is a Water User Association established in accordance with the Law on Amelioration and Irrigation of the Azerbaijan Republic that is responsible for the operation and maintenance of the irrigation and amelioration system within its Irrigation Service Area.

- B. The Parties wish to conclude this agreement in accordance with article 6 of the Law on Amelioration and Irrigation of the Azerbaijan Republic and the Decree of the Government of the Azerbaijan Republic No._____.

THE PARTIES AGREE AS FOLLOWS:

Definitions

In this Agreement, the following words shall have the following meanings:

System – The irrigation and amelioration system within the Irrigation Service Area of the Transferee;

[The purpose of this article is simply to draw the attention of the reader to the fact that the word 'System' is used in a specific sense, meaning the irrigation and amelioration system within the Irrigation Service Area of the WUA.]

Term of Agreement

This Agreement shall enter into effect on the above written date and shall continue in force for a period of twenty years, ending on _____.

[This article gives effect to article 6 of the amelioration law. The inclusion of the date of termination aims at providing additional certainty.]

Transfer of the System

The Transferor transfers the System, which is more particularly described in Schedule 1 of this Agreement, to the Transferee in use accordance with the provisions of this Agreement. The System includes the land of the water fund immediately beneath and adjacent to canals, pipelines and other hydro-technical facilities described in Schedule 1.

[This article contains the essence of the draft agreement. Its purpose is to describe precisely what is transferred. The Schedule should contain a description of the components of the system and preferably a plan. The land underneath the system will also form part of the transfer and ideally this too should be delineated on a plan. If this is not possible, then at the very least the width of the 'canal side strip' should be indicated in respect of each canal and structure.]

Condition of the System

The system is transferred in the condition jointly identified and attached as Schedule 2 of this Agreement.

[The purpose of this article, and Schedule 2, is to describe the condition of the System at the time of the transfer. This article makes it clear that the Parties must jointly agree the condition of the System before an agreement in the form of the draft agreement is concluded.]

Use of the System by Transferee

The Transferee shall use the System only for the purposes of supplying water to its members and to non-members who own or use land located within its Irrigation Service Area and for the amelioration of that land.

[This article seeks to ensure that the WUA only uses the irrigation system for the purpose for which it was transferred.]

General operating rules for the System

In operating the System, the Transferee shall:

- a) operate the Irrigation in a safe and responsible manner so as to prevent or minimise the risk of over-watering, causing damage to the structures of the System or harm to property or human life;
- b) comply with provisions of any applicable water supply agreement;
- c) obtain and comply with any licences or permissions necessary to operate and maintain the System.

[This article sets out some rather general operating rules for transferred systems. The intention is that these rules should be applicable to all such systems. It may be appropriate to review these provisions.]

Specific operating rules for the System

In addition to the general operating rules for the System, the Transferee shall comply with the system specific operating rules described in Schedule 3 of this Agreement.

[Some systems, however, may have specific operating rules as a result of their design. These should be described in Schedule 3.]

Maintenance of the System

- a) The Transferee shall maintain the System to a standard no worse than the condition described in Schedule 2. To that end the Transferee shall not less than once a year:
 - i. clean and remove weed and vegetation from the canals;
 - ii. clean and remove plants and vegetation from a distance of X metres from canals and structures;
- b) The Transferee in addition shall undertake the system specific maintenance tasks specified in Schedule 4.
- c) In undertaking maintenance works, the Transferee shall comply with all applicable legislation of the Republic of Azerbaijan including environmental protection legislation.
- d) The Transferee shall maintain a full record of maintenance undertaken in respect of the System and shall provide information concerning to the maintenance of the system to the Transferor at the written request of the latter.

[Paragraph a) sets out rather generic rules of maintenance that should, in theory, apply to all systems. Indeed, it is quite probable that this list could be extended. The problem here, though, is that most of the systems will not be in particularly good condition at the date of transfer. Therefore, it is not realistic to include objective maintenance rules or standards.]

Specific rules that are system specific, for example as to the maintenance of pumps, should be specified in Schedule 3.

Paragraph c) seeks to ensure that environmental protection rules are complied with, while the record required by paragraph d) will enable the Transferor to verify that appropriate maintenance has taken place.]

Costs of operating and maintaining the System

The Transferee is entirely responsible for paying the costs of operating and maintaining the System, including the cost of any electricity necessary for the operation of the System.

[This article is included purely for ensuring certainty as regards the parties' obligations once the transfer has taken place.]

Inspection of the System

- a) The Transferor through its duly authorized officers and staff shall be entitled to inspect the System from time to time to ensure that it is correctly operated and maintained.
- b) If the Transferor finds that the Transferee is not operating or maintaining the System in accordance with the provisions of this Agreement it may order the Transferee in writing to take specific measures to bring itself into compliance.

[This article, which is largely self-explanatory, is necessary to enable the Transferor to verify that the System is being correctly operated and maintained.]

Modification of the System

The Transferee shall not modify, reconstruct or improve the System without the written agreement of the Transferor, such agreement not to be unreasonably withheld.

[Self-explanatory]

Rehabilitation of the System

The Transferor will as far as practicable assist the Transferee in rehabilitating or improving the System, through the direct provision of funding and technical support or by facilitating the provision of such funding and support by international organisations and other donors.

[This article reflects the fact that many Systems will not be in particularly good condition at the date of transfer. It does not impose an absolute duty on the Transferor to rehabilitate.]

Assignment of the use-right

The Transferee may not assign its use right created by virtue of this agreement to any other person, in either completely or in part, or seek to let or sub-let any part of the System.

[Self-explanatory]

Notices

Any notices required to be given under this Agreement shall be in writing and shall be sent by mail or delivered by hand to the address of the relevant Party set out at the head of this Agreement.

[This standard form article simply aims at certainty and clarity.]

Amendment of the Agreement

This Agreement may only be amended in writing signed by the duly authorised representatives of the Parties.

[This article also aims for certainty by trying to avoid argument over alleged oral variations of the agreement.]

Termination of the Agreement

This Agreement may only be terminated because:

- a) The Transferee has consistently breached the provisions of this Agreement thereby causing serious harm to the System, property or human life;
- b) The Transferee has been placed in liquidation; or
- c) On other grounds provided by law;

[Self-explanatory]

Dispute resolution

Disputes between the Supplier and the Customer, including those that relate to amendment and termination of the Agreement shall be resolved by the mutual agreement of the Parties. In case mutual agreement cannot be achieved, disputes shall be resolved by the court in accordance with the procedure provided for by law.

[Self-explanatory]

Renewal of the Agreement

Not less than twelve months before the expiry of this Agreement the Transferee may request the Transferor to enter into a new agreement which shall be in substantially the same terms as this Agreement

[Self-explanatory]

The status of the Schedules

The Schedules to this Agreement form an integral part of this Agreement.

Agreed by the Parties through their authorised signatories

For and on behalf of the Transferor

For and on behalf of the Transferee

INTP

INTP

Name of Bank

Name of Bank

Bank Account №

Bank Account №

Name of Representative

Name of Representative

Signature

Signature

(Seal)

(Seal)

[This article makes it clear that the schedules form an integral part of the agreement.]

Schedule 1 Full description of the System together with plan

Schedule 2 Inventory of condition

Schedule 3 System Specific Operating Rules

Schedule 4 System Specific Maintenance Rules

ANNEX 3: IRRIGATION ASSET AND MANAGEMENT TRANSFER AGREEMENT IN PUNJAB PROVINCE, PAKISTAN

Agreement

Between

PIDA (Acting Through Chief Executive AWB _____/Superintending Engineer _____ Canal Circle)

And

Farmers Organization of _____ Distributary

Whereas, the PIDA Act and Rules framed under it by the Government of the Punjab envisage the Transfer of Irrigation Management to the representative Farmers Organization;

Whereas, the said Rules provide for the incremental transfer of management to the Farmers Organizations under an agreement enabling these Farmers Organizations to become gradually financially self sustainable;

Whereas, a Farmers Organization has been formed at _____ distributary and it has Management Committee that has been elected under the Rules;

Whereas, the Authority has prepared the Scheme for the Transfer of Management of the said Distributary System to the Farmers Organization.

Whereas, the Authority has authorized the Chief Executive of the AWB _____/Superintending Engineer, _____ Canal Circle to enter into Agreement with Farmers Organization of _____ Canal Circle established under the relevant Rules and Regulations; and

Whereas, the Management Committee of the said Farmers Organization and the Authority has decided to enter into an Agreement through Chief Executive of the AWB _____/Superintending Engineer, _____ Canal Circle under which the management of the said Distributary System will be gradually transferred to the Farmers Organization through its Management Committee;

NOW THEREFORE, in pursuance thereof, the parties agree as under:

1. This Agreement shall be called Transfer of Irrigation Management Agreement, hereinafter referred to as Agreement.
2. This Agreement is made between the Punjab Irrigation and Drainage Authority acting through its authorised Canal Officer _____ and the Farmers Organization of _____ distributary acting through its Management Committee and shall be binding on their successors in interest.
3. This Agreement shall be valid for a period of three years with effect from the date of transfer of functions to Farmers Organization, provided that it may be terminated by the Authority earlier or extended beyond the said period. Initially, all FOs shall be placed in

category 'B' and their progression to category "A" shall be subject to satisfactory performance as determined by the Authority.

4. From the operative date, the possession of the such components of the Distributary System which is necessary for the performance of the duties assigned to FO, and the right to use other property of PID, except the Head Regulator of the Distributary, as given in the inventory mutually prepared by the parties, shall be given as a trust to the Farmers Organization, acting through its Management Committee.
5. The Farmers Organization shall perform its duties and functions according to the Rules, Regulations, Scheme for Transfer of Irrigation Management to Farmers Organization, this Agreement and instructions given from time to time by the Authority/Area Water Board (Institutional Maturity Index/ Functions for each category of FOs is at **Annex-I**).
6. Subject to paragraph, five above the Farmers Organization shall look after, and use this Distributary System and other properties etc. in the same manner as a reasonable prudent person will look after, maintain and use his own property/interest. The assets such as infrastructure of Canal Irrigation System, records, equipment, Rest Houses and Colonies will remain the property of Government of Punjab and any addition / alteration / letting or misuse will be considered as unlawful action and strict punitive action will be taken against the responsible persons.
7. The Authority and AWB will monitor and evaluate the working of the Farmers Organization because of its performance made under paragraph, five above. The Farmers Organization shall follow these parameters and submit its performance reports each month and half yearly, at the end of June and December to Chief Executive AWB and General Manager (TM) / General Manager (Operation) PIDA.
8. The Management Committee of the Farmers Organization shall be liable for action under law in case of any fraud, embezzlement, misappropriation of funds and misuse of its authority. Any consequent loss or damage to the interest of the Authority shall be recoverable from the person(s) in the manner as may be determined by the Authority.
9. The Farmers Organization shall be liable for compensation to the Authority for any damage to the assets and interests of the Authority occurring due to wrongful acts, or neglect of the members of the Farmers Organization or the Management Committee or its agents/employees. In addition, the Office Bearers of the Management Committee shall be jointly and severally liable for the said compensation.
10. The Authority may take appropriate action under Rule 13 & 14 of PIDA FOs Rules 2010, separately against each member of the Management Committee or Management Committee or Farmers Organization, as the case may be, if in the opinion of the Authority, the performance is not satisfactory.
11. The Farmers Organization shall maintain the staff as per agreed staffing plan given in **Annex-II**. However, the Farmers Organization may with the approval of AWB increase or decrease the staff, as may deem fit, under the circumstances. The salary, allowances and other reimbursable expenses of the staff, if provided by the PIDA/PID shall be paid in the manner as mutually agreed.

12. The Farmers Organization shall be entitled to retain the share upto the extent provided in the **Annex-III** of the collected water charges. However, the sharing of water charges shall be subject to the following conditions:
- (1) The assessment of Abiana made by the Farmers Organization shall not be less than **Rs.**_____. This benchmark assessment has been determined at the time of signing the Agreement and shall be proportionately revised from time to time as per variation in the Abiana rates made by the Authority or any change during the currency of Agreement. The water charges of non-Irrigation uses will be determined as per agreement executed between user and the Farmers Organization after prior approval by the Chief Executive Area Water Board/Superintending Engineer of the Canal Circle.
 - (2) The Authority may order an inquiry regarding the assessment or collection of the water charges and in case a serious irregularity in the assessment or collection made by Farmers Organization is detected, it may take necessary action against the Farmers Organization and the responsible person(s).
 - (3) The Farmers Organization shall assess the water charges according to the procedures prescribed by the Authority and under the relevant Rules and Regulations.
 - (4) In case of any change in the assessment system, corresponding adjustment shall be made in relevant provisions of this Agreement.
 - (5) The amount of water charges collected by the Farmers Organization against the current demand for a particular year shall not be less than the assessed amount. In case the recovery level falls short of 60%, the Authority may take such action under Rule 13 & 14 of PIDA FOs Rules 2010, as it deems fit against the Farmers Organization.
 - (6) Farmers Organizations through respective Lumberdars, who shall deposit the collected amount in the FO's account after deducting the collection charges, shall do collection and recovery of the water charges by the Farmers Organization for the current demand.
 - (7) Farmers Organization shall submit crop wise certified copies of the arrears mentioning the name of each defaulter to General Manager (TM) PIDA and the recovery of the arrears will be made through respective Tehsildars under the Land Revenue Act.
 - (8) In case recovery of the arrears is affected by the PIDA/AWB, then any part of the recovered amount out of the arrears as recovered may be given to Farmers Organization by the Authority for necessary deferred maintenance of canal as a grant.
 - (9) The amount comprising the share of Farmers Organization shall be utilized by it according to the schedule of expenditures given in **Annex-IV**.
 - (10) In case PIDA is satisfied that the Farmers Organization has not received sufficient funds to run its affairs, PIDA shall arrange an advance/loan to Farmers

Organization till such period when it starts receiving its share from water charges collection subject to its return to PIDA as soon as possible.

13. The Chief Executive of the AWB _____ /Superintending Engineer, _____ Canal Circle shall provide water at the Head Regulator of the Distributary as per authorised discharge and availability of water.

Provided that

- (1) The Farmers Organization shall not be entitled as of a right to the quantity of water beyond the authorised share of the Distributary.
 - (2) The Superintending Engineer/Chief Executive of the Area Water Board shall equitably distribute the additional water available in the Canal to the said Distributary in proportion to its share of authorised quantity of water.
 - (3) The Superintending Engineer/Chief Executive of the Area Water Board may proportionately reduce the water allocation of the said Distributary in case of any shortage in the Main Canal /Branch Canal.
14. The Farmers Organization shall equitably distribute the water to the water users as per their share and the availability of water.
15. All disputes relating to this Agreement shall be resolved under this clause without recourse to the Courts. The disputes shall be resolved in accordance with the Rules and Regulations. Any dispute falling beyond the ambit of the Rules and Regulations shall be referred for Arbitration to the Managing Director PIDA.
16. All communications between the parties shall be addressed to the following representatives:

PIDA Authority : **CHIEF EXECUTIVE AWB** _____/

SUPERINTENDING ENGINEER _____ **CANAL CIRCLE**

FARMERS ORGANIZATION **Secretary** _____

Farmers Organization _____

IN WITNESS WHEREOF the parties hereto have signed this Agreement at _____ on _____ day of _____, 20____

Signed **for and on behalf of** the PIDA

Signed for and on behalf of the Farmers Organization

**CHIEF EXECUTIVE
AWB** _____/ **SUPERINTENDING
ENGINEER** _____ **CANAL
CIRCLE**

Management Committee

(1) _____

President,

(Name) _____

(2) _____

Vice-President

(Name) _____

(3) _____

Secretary,

Name) _____

(4) _____

Treasurer

(Name) _____

(5) _____

Executive Member

Witnesses:

1. _____

2. _____

(Name) _____

(6) _____

Executive Member

(Name) _____

(7) _____

Executive Member

(Name) _____

(8) _____

Executive Member

(Name) _____

(9) _____

Executive Member

(Name) _____

INSTITUTIONAL MATURITY INDEX/FUNCTIONS OF FOs UNDER DIFFERENT CATEGORIES

Functions of Category “B” FOs

Sr. No.	Functions	Remarks
1	To make fair resolution of dispute between two or more Farmers under section 68 and 68-A of Canal and Drainage Act 1873 as to their mutual rights or liabilities in respect of canal supply use, construction or maintenance of a watercourse after providing an opportunity of hearing to the parties to such a dispute.	
2.	To forward the cases to the canal officers for prosecution of the offences under section 70 of the Canal and Drainage Act, 1873(VIII of 1873)	
3.	To forward the cases to the canal officers for preparation and finalization under sections 20, 20-B, 33 and 34 of the Canal and Drainage Act, 1873 (VIII of 1873)	
4.	To prepare and forward the Annual Work Plan for the maintenance of the channels to the canal officers	
5.	To supervise the work of Beldars on channels	
6.	To carry out tendering process of works relating to the maintenance of the channels under the supervision of canal officers	
7.	To supervise the execution of works on channels	
8.	To prepare and maintain the accounts for the execution of works and other expenditures under the supervision of canal officers as per Rules / Regulations of PIDA	
9.	To participate in the formulation of the rotational program of channel by the canal officers	
10.	To supervise and monitor the gauges and discharges of the channels	
11.	To supervise and monitor the adjustment of the outlets of the distributary or minors	
12.	To monitor the observation of 'H' (head above crest) of the outlets	
13.	To assess the water rates where applicable	
14.	To receive and distribute the allocated share of the canal supply equitably among the Farmers of its area and ensure that the tails of the channel are being feed as	

Sr. No.	Functions	Remarks
	per its AFS, under supervision of the canal officers	
15.	To report the shortage of canal supply in channels immediately to the canal officers	
16.	To identify and prioritize the necessary repair works of the channels and other assets under the supervision of canal officer	
17.	To receive complaints from the farmers and report the matter to the Chief Executive AWB for enquiry	
18.	To prepare and distribute the water bills	
19.	To check the incidents of theft of canal supplies / unauthorized irrigation through cuts / tempering of outlets and report the matter to the police for investigation / prosecution under the law	
20.	To close the cut and breach on the channel immediately	
21.	To decide the objections related to the assessment of water rates, charges, etc.	
22.	To pursue the Farmers for collection of water rates / other charges and its deposition in the FOs Accounts timely	
23.	To deposit the collected amount of water charges etc. with the Authority after retaining its share as agreed with the Authority	
24.	To exercise powers and to perform such other functions as are necessary and proper for the performance of the above functions including superintendence over the employees of the FOs and other related affairs of the FOs as per Rules / Regulations under PIDA Act	

Note: Third party will carry out the evaluation of FOs as per assigned functions every year and for progression from category “B” to category “A” Farmers Organizations have to score at least 75% marks. All FOs will remain in Category “B” for 2 years and in Category “A” for 4 years. However, if FO scores up to 90% marks during first year, it will be promoted to Category “A”. Their continuity in Category “A” will be subject to satisfactory performance and attaining at least 75% marks. In case of failure of above, the FO will be reverted into Category “B”. However, the tenure of six years of FOs will be subject to the revision in PIDA FOs Rules 2010 to be approved by the Government of Punjab.

Functions of Category “A” FOs

Sr. No.	Functions	Remarks
1.	All functions of category “B” FOs in addition to the followings:-	
2.	To manage, operate, and maintain the distributary, minor together with the infra-structure including hydraulic structures such as falls, bridges and outlets according to the approved design parameters	
3.	To obtain authorized canal supplies or approved share as per availability, from the main or branch canal at the head regulator of the distributary.	
4.	To protect the environment within its area including the canal supply of the channels	
5.	To levy and collect charges for additional services rendered by the Farmers Organization	
6.	To collect surcharge from the canal supply users in case of default in payment of their dues	
7.	To exercise powers and to perform such other functions as are necessary and proper for the performance of the above functions.	
8.	To levy and collect special water charges (tawan) leviable under section 33, 34 and Drainage Charges under Section 59 and 59-A of the Canal and Drainage Act, 1873 and send the report to the Chief Executive Area Water Board on regular periodical basis as per instructions of the Authority.	
9	To supervise the working of irrigation staff under Rule 19(2) (b) to (h)	

STAFFING PLAN

FARMERS ORGANIZATION_____

AWB/ CANAL CIRCLE _____ **CANAL DIVISION**_____

S-No.	Description	<u>Qualifications</u>	No. of Posts	Remarks
1	Manager (Technical)	Diploma in Civil Technology 10 years experience	1	

2	FO Account Assistant / Office Secretary.	An experience Accounts clerk 3 years experience	1	Attached from I&P Deptt.
3	Revenue Assistant	Matric/Patwar Course Pass 3 years experience	1	
4	Patwaries	Matric/Patwar Course Pass 5 years experience	3	Each for 15000-20000 CCA
5	Office Clerk-cum-Typist /Computer Operator	FA, Computer proficiency 3 years experience	1	
6	Baildars	Literate	7	(i) One Baildar for 6 miles of canal length (ii) For NP Canals, only for Kharif operation
7	Gauge Readers	Matric	3	(i) One Gauge Reader for each Head Regulator (ii) For NP Canals only for Kharif operation
8	Chowkidar/Security Guard	Retired Police or Military person	1	
9	Naib Qasid/Dak Runner	Under Matric	1	

RECRUITMENT COMMITTEE

The FO shall recruit the staff through prescribed procedures laid down by the Authority and a Recruitment Committee consisting of following shall be formed to recruit the FOs staff.

- i). Chief Executive AWB
- ii). FO President
- iii). Executive Engineer Concerned

All the positions will be advertised in the local Newspapers clearly mentioning the eligibility criteria, qualification and requisite remuneration for each position as fixed by the FO after approval from the competent Authority.

I&P Dept. Staff Attached with FOs

In case PID staff attached with the FOs, the monthly salary of the staff will be released on the satisfactory performance report furnished by the FO.

If the performance of PID staff has not been observed satisfactory, it would be mandatory for the Chief Executive AWB to hold an enquiry on the complaint of the FO and initiate departmental proceeding against such official.

Relationship of PID Staff (Executive Engineers, SDOs and Sub-Engineers) with FOs

For technical assistance and support/ coordination among AWB and FOs, it is necessary that PID staff should provide technical support to the FOs in performing their functions under Irrigation Management Transfer Mode. The I&P Dept. staff will mainly perform the following functions;

- To support and facilitate in the management of the office affairs of the FOs
- To ensure maximum available supply as per approved rotational plan or its A.F.S at head of ditsy
- To support and facilitate in identifying the necessary repairing work on Channels and supervise the quality/ quantity of work
- To support and facilitate the FOs in execution of works as per standard specification and payment made through observance of Financial Rules / Regulations of PIDA
- To dispose of the cases promptly, forwarded by the FOs under different sections of the Canal & Drainage Act-1873
- To support and facilitate the FOs for, maintenance of outlets, channels and other infrastructure as per their design parameters
- To support and facilitate the FOs in order to have control over the theft of canal supply and mishaps (cut/breach) on channels.
- To support and facilitate the FOs in making equitable distribution of Canal Supplies and Feeding tail of channel as per its AFS.
- To support and facilitate the FOs for the preparation of estimates, notices for inviting tenders and incurring expenditures etc under the prescribed financial Rules/Regulations of PIDA

SCHEDULE OF SHARING OF WATER CHARGES

FARMERS ORGANIZATION _____

AWB/ CANAL CIRCLE _____ CANAL DIVISION _____

TOTAL AMOUNT OF WATER CHARGES AS ASSESSED _____

FINANCIAL YEAR: _____

Channels	FO Share	<u>PIDA Share</u>
Perennial Channel	50%	50%
Non-Perennial Channel	60%	40%

SCHEDULE OF EXPENDITURES

FARMERS ORGANIZATION _____

AWB/ CANAL CIRCLE _____ CANAL DIVISION _____

Limits of Expenditures

1. Administrative and operating expenses = 40%
2. Repair and Maintenance of Channels and Structures = 60%

FO will not procure vehicles, tractors/ trolleys etc from their allocated share without prior approval of the Managing Director and all the expenditures will be incurred under the Financial Rules/Regulations of the PIDA.

Double Signatory Mechanism

The Account of the FO shall be operated through double signatory mechanism and transactions from banks shall be made only if checks are signed by the followings:

- (i) President of FO
- (ii) SDO Concerned.

The monthly account of FOs shall be liable for the submission to the Chief Executive, AWB through respective Executive Engineer of Canal Division.

Note

However, petty expenditures such as salaries of the staff, office running expenditures, stationery etc will be exempted from this double signatory mechanism.

ANNEX 4: IRRIGATION ASSET AND MANAGEMENT AGREEMENT IN SOUTH AFRICA

APPROVED BY

The Ministry of Agriculture, Food, and Forestry

State Secretary

APPROVED

S.N.I.F. –S.A. _____ Land Reclamation Direction

General Manager:

Manager:

Eng. Valentin Apostol

Eng. Alexandru Radulescu

PROTOCOL

For transferring ownership of internal arrangements infrastructure for irrigations from the Ministry of Agriculture, Food and Forestry – National Company “Land Reclamation” –S.A. to

The Irrigation Water Users’ Association

Signed on

According to the provisions of GEO no. 147/1999 art. 35 (1) and art. 10(3) and Law 440/2001 for the approval of GEO no. 23/2000 art. 4 (2), this PROTOCOL of transferring ownership of internal arrangements infrastructure for irrigation is signed between the Ministry of Agriculture, Food and Forestry – S.N.I.F. – S.A., Branch, represented by its Director and Economic Director address....., code....., account (treasury, bank).....as the “**Transferor**” and the Irrigation Water Users’ Associationrepresented by President.....and Accountant.....headquarters in.....district of.....fiscal code.....account (treasury, bank).....as the “**Receiver**”.

Through this protocol, the ownership of the internal arrangements infrastructure for irrigation, made of fixed funds, fixed assets and inventory objects included into Annex 1

(A –E) corresponding to the entire area of the Irrigation Water Users’ Association as it was registered in the establishing documentation and which a court decision was issued for shall be transferred for free under law conditions from the Ministry of Agriculture, Food and Forestry to the Irrigation Water Users’ Association.....

The territory of the Irrigation Water Users' Association having a total area ofha is located in the Irrigation Arrangement around the places of....., district.....in the plots....., the water source being, with the following limits:

- North _____
- South _____
- East _____
- West _____

The Irrigation Water Users' Association ofis included by the Regulatory Office of MoAFF into the WUA National Register under no.....from

The transfer of property of the internal arrangement infrastructure for irrigation was approved by the General Assembly of the WUA on..... Infrastructure hand –over – taking over process shall be made upon request of WUA, after an agreement between the parties has been reached, based on the following annexes:

Annex 1A- Physical and value inventory of the water canals and distribution gutters as well as the corresponding hydro technical constructions of the irrigation internal arrangements;

Annex 1B- Physical and value inventory of the buried under pressure pipes, man holes, corresponding protection accessories and devices of the irrigation internal arrangements;

Annex 1C- Physical and value inventory of the under pressure stations and their corresponding electrical lines and transforming posts;

Annex 1D- Inventory of irrigation equipment that is to be transferred;

Annex 1E- Physical and value inventory of inventory objects of the taken over infrastructure;

Annex 2 – Repair works necessary to the irrigation infrastructure that is to be taken over by WUA;

Annex 3- Regulation for exploitation and maintenance of the arrangements within WUA limits.

This **PROTOCOL** contains the obligations of the parties:

a) for the “TRANSFEROR”:

- to perform repair works for the damages discovered when the transfer inventory was made within the terms commonly agreed (Annex 2).
- To deliver water to WUA against payment and on the basis of tariffs and annual contracts;
- To observe requirements relating to quantity and delivery terms, according to the irrigation norms and on the basis of a commonly agreed irrigation schedule;
- To maintain in an operating condition the water supply and distribution system up to SPP-s according to exploitation technical norms.

b) for the” RECEIVER”:

- to take over, to administrate, to maintain and exploit facilities and equipment taken over according to Annexes 1A-1E for the benefit of all land owners within the territory served by the irrigation infrastructure, in accordance with GEO 147/1999 art.35(1), art.10(3) and Law 440/2001 art. 4 (2)
- To maintain the transferred infrastructure in good exploitation condition according to the technical norms and to the stipulations of Exploiting and Maintenance Regulation (Annex 3)
- To administrate and exploit the transferred infrastructure according to the law of labor and labor protection, to the enforced technical norms and to the stipulations of the Exploitation and Maintenance Regulation (Annex 3)
- To observe the specific consumption of electric power approved by order of the Ministry of Agriculture, Food and Forestry, during the period of electric power subsidy granted by the state budget;
- To submit the required data necessary for the elaboration of water balance to local S.N.I.F.;
- To permit access to lands and infrastructure for the MoAFF authorized inspection personnel and to make the necessary repair and maintenance works specified during these inspections within 90 days;
- To conclude contracts with S.N.I.F. – S.A. for irrigation water supply and observe the contractual provisions and clauses;
- To require MoAFF approval for proposals of modernization and rehabilitation of the taken over irrigation infrastructure;

If S.N.I.F. – S.A. and Irrigation Water Users’ Association cannot reach an agreement on the provisions of the irrigation water supply contract, the divergences shall be solved by arbitrage – a commission appointed by the MoAFF or by a civil court. The commission’s decision shall be binding for both parties.

Based on this **PROTOCOL**, the state private capital administrated by S.N.I.F. – S.A. shall be diminished by the value stipulated in Annex 1(A-E) and the same capital shall increase the share capital of the Irrigation Water Users’ Association.

This **PROTOCOL** was elaborated incopies, of whichcopies for the “TRANSFEROR” andcopies for the ‘RECEIVER” and shall enforced after the Ministry of Agriculture, Food and Industry has signed it on.....

Non-observance of this protocol shall bring about the responsibility of the parties according to the law.

Annexes 1-3 as well as drawings 1-2 are components of this protocol.

TRANSFEROR

Ministry of Agriculture, Food and Forestry-
S.N.I.F. –S.A

Branch_____

MANAGER

(name, first name, signature, stamp)

ECONOMIC MANAGER

(name, first name, signature)

LEGAL ADVISER

(name, first name, signature)

RECEIVER

Irrigation Water Users' Association

PRESIDENT

(name, first name, signature, stamp)

ACCOUNTANT

(name, first name, signature, stamp)